

金融商品取引法第百六十一条の二に規定する取引及び  
その保証金に関する内閣府令  
**Cabinet Office Ordinance on Transactions  
prescribed in Article 161-2 of the Financial  
Instruments and Exchange Act and Security  
Deposits for Said Transactions**

(昭和二十八年八月二十七日大蔵省令第七十五号)

(Ordinance of the Ministry of Finance No. 75 of August 27, 1953)

証券取引法第四十九条の規定に基づき、証券取引法第四十九条に規定する取引及びその保証金に関する省令を次のように定める。

Pursuant to the provisions of Article 49 of the Securities and Exchange Act, the Ministerial Ordinance on Transactions prescribed in Article 49 of the Securities and Exchange Act and Security Deposits for Said Transactions is established as follows.

(定義)

(Definitions)

第一条 この府令において「信用取引」とは、金融商品取引業者（金融商品取引法（昭和二十三年法律第二十五号。以下「法」という。）第二条第九項に規定する金融商品取引業者をいう。以下同じ。）が顧客（金融商品取引業者が顧客である場合における金融商品取引業者を含む。以下同じ。）に信用を供与して行う有価証券の売買その他の取引をいう。

Article 1 (1) "Margin Transaction" as used in this Cabinet Office Ordinance means sale and purchase or other transactions of Securities performed by a Financial Services Provider (meaning Financial Services Provider prescribed in Article 2, paragraph (9) of the Financial Instruments and Exchange Act (Act No. 25 of 1948; hereinafter referred to as the "Act"); the same shall apply hereinafter) by granting credit to a customer (including Financial Services Provider in cases where the Financial Services Provider is a customer; the same shall apply hereinafter).

2 この府令において「発行日取引」とは、金融商品取引業者が顧客のために行う未発行の有価証券の売買その他の取引であつて、当該有価証券の発行日（当該有価証券を引換えに取得することができる証書が作成された場合には、当該証書の最初の作成の日。以下同じ。）から一定の日を経過した日までに当該有価証券又は当該証書をもつて受渡しをするものをいう。

(2) "When-issued Transaction" as used in this Cabinet Office Ordinance means sale and purchase or other transactions of unissued Securities performed by a

Financial Services Provider for a customer which involve the transfer of the Securities or the certificates by the day after a certain number of days have elapsed from the issue date of said Securities (in cases where a certificate which can be obtained in exchange of said Securities has been prepared, the first day on which said certificate is prepared; the same shall apply hereinafter).

3 この府令において「未決済勘定」とは、信用取引について顧客が金融商品取引業者から供与された信用に係る債務をいう。

(3) "Unsettled Account" as used in this Cabinet Office Ordinance means debt pertaining to credit granted by a Financial Services Provider to a customer for a Margin Transaction.

4 この府令において「対当売買」とは、発行日取引による買付けに係る有価証券の受渡しの終了前において、当該有価証券と同一銘柄の対当する数量の有価証券を売付けし、又は発行日取引による売付けに係る有価証券の受渡しの前において、当該有価証券と同一銘柄の対当する数量の有価証券を買付けする売買をいう。

(4) "Cross Trade" as used in this Cabinet Office Ordinance means a trade performed before the completion of transfer of Securities purchased in a When-issued Transaction whereby the same issue of Securities as the aforementioned Securities are sold in equal volume, or a trade performed before the completion of transfer of Securities sold in a When-issued Transaction whereby the same issue of Securities as the aforementioned Securities are purchased in equal volume.

(有価証券の時価に乗すべき率等)

(Rate to be Multiplied by Market Value of Securities, etc.)

第二条 法第百六十一条の二第一項に規定する取引及び同項の規定により当該取引に係る有価証券の時価に乗すべき率は、次の各号に掲げる取引及び率とする。

Article 2 (1) The transactions prescribed in Article 161-2, paragraph (1) of the Act and the rate to be multiplied by the market value of Securities pertaining to said transactions pursuant to the provisions of that paragraph shall be the transactions and the rates listed in the following items.

一 信用取引 百分の三十

(i) Margin Transaction: 30 percent

二 発行日取引 百分の三十

(ii) When-issued Transaction: 30 percent

2 前項第一号に掲げる信用取引に係る有価証券の時価に乗すべき率の規定は、信用取引が株券に係る法第二条第二十一項第三号に掲げる取引に係る権利行使によるものであり、当該信用取引を当該株券と同一銘柄の対当する数量の反対売買により決済するもの（受渡日が当該信用取引と同一日となる場合に限る。）である場合における当該信用取引については、これを適用しない。

(2) The provision for the rate to be multiplied by the market value of Securities

pertaining to a Margin Transaction referred to in item (i) of the preceding paragraph shall not apply to the Margin Transaction in cases where the Margin Transaction is due to the exercise of the option for a transaction referred to in Article 2, paragraph (21), item (iii) of the Act pertaining to share certificates and is settled by a reversing trade of the same issue of said share certificates in equal volume (limited to cases in which the transfer date is the same as the day of said Margin Transaction).

3 第一項第二号に掲げる発行日取引に係る有価証券の時価に乗すべき率の規定は、発行日取引が対当売買又は有価証券等清算取次ぎによるものである場合における当該発行日取引については、これを適用しない。

(3) The provision for the rate to be multiplied by the market value of Securities pertaining to a When-issued Transaction referred to in paragraph (1), item (ii) shall not apply to the When-issued Transaction in cases where the When-issued Transaction is due to a Cross Trade or Brokerage for Clearing of Securities, etc.

(保証金の額)

(Amount of Security Deposit)

第三条 金融商品取引業者が法第百六十一条の二第一項の規定により前条第一項各号に掲げる取引について顧客から預託を受けるべき金銭（以下「保証金」という。）の額は、当該取引に係る有価証券の約定価額に当該各号に掲げる率を乗じた額（以下「通常の最低限度額」という。）を下らない額とする。ただし、信用取引に係る保証金については、次の各号のいずれかに該当する場合には、当該各号に掲げる額を下らない額とする。

Article 3 The amount of money to be deposited by a customer and received by a Financial Services Provider for the transactions listed in the items of paragraph (1) of the preceding Article pursuant to the provisions of Article 161-2, paragraph (1) of the Act (hereinafter referred to as "Security Deposit") shall be no less than the amount calculated by multiplying the contract price of the Securities pertaining to said transactions by the rate listed in the said items (hereinafter referred to as "Normal Minimum Amount"); provided, however, that in cases that fall under any of the following items, the Security Deposit for Margin Transaction shall be no less than the amount listed therein.

一 その預託を受ける際当該金融商品取引業者に当該顧客の信用取引に係る受入保証金（現に受け入れている保証金をいう。以下同じ。）がない場合において、その預託を受けるべき信用取引に係る通常の最低限度額が三十万円に満たないときは、三十万円

(i) At the time of receiving a Security Deposit, if the Financial Services Provider has no Security Deposit Received (meaning the Security Deposit actually received; the same shall apply hereinafter) pertaining to the customer's Margin Transaction and when the Normal Minimum Amount of

the Margin Transaction for which said Security Deposit is to be received falls short of 300 thousand yen: 300 thousand yen

二 その預託を受ける際当該金融商品取引業者に当該顧客の信用取引に係る受入保証金がある場合において、その預託を受けるべき信用取引に係る通常の最低限度額と当該受入保証金の総額との合計額が三十万円に満たないときは、当該合計額と三十万円との差額に相当する額をその預託を受けるべき信用取引に係る通常の最低限度額に加算した額

(ii) At the time of receiving a Security Deposit, if the Financial Services Provider has a Security Deposit Received for the customer' Margin Transaction and when the sum of the Normal Minimum Amount of the Margin Transaction for which said Security Deposit is to be received and the total amount of said Security Deposit Received falls short of 300 thousand yen: The amount equal to the difference between said sum and 300 thousand yen, plus the Normal Minimum Amount pertaining to the Margin Transaction for which said Security Deposit is to be received

(保証金の預託)

(Payment of Security Deposit)

第四条 金融商品取引業者は、その顧客のために信用取引又は発行日取引を行ったときは、その行った日から起算して三日（休業日があるときは、その日数を加算した日数。）以内に、当該顧客から当該取引に係る保証金の預託を受けなければならない。

Article 4 When a Financial Services Provider has performed a Margin Transaction or When-issued Transaction for its customer, it must receive a Security Deposit for said transaction from the customer within three days after the day of performance thereof (when there are any non-business days, the number of days calculated by adding the number of such non-business days).

(預託を受ける場合の保証金の計算)

(Calculation of Security Deposit in Case of Receipt of Deposit)

第五条 金融商品取引業者が、前条の規定により顧客から保証金として預託を受ける金銭の額については、信用取引について、当該顧客に対し当該信用取引に係る有価証券の約定価額に相当する額の信用供与以外に信用を供与したときは、その信用供与額、発行日取引について当該顧客に対し信用を供与したときは、その信用供与額を控除して、計算するものとする。

Article 5 The amount of money received by a Financial Services Provider as a Security Deposit from a customer pursuant to the provisions of the preceding Article shall be calculated by deducting the amount of credit granted when the credit is granted for a Margin Transaction other than credit granted to the customer in the amount equal to the contract price of the Securities pertaining to said Margin Transaction, and by deducting the amount of credit granted when the credit is granted to the customer for a When-issued Transaction.

(保証金代用有価証券)

(Securities in Lieu of Security Deposits)

第六条 金融商品取引業者がその預託を受けるべき保証金の全部又は一部が法第百六十一条の二第二項の規定により有価証券をもって代用される場合におけるその代用価格(以下「代用価格」という。)は、預託する日の前日の時価(取引所金融商品市場(法第二条第十七項に規定する取引所金融商品市場をいう。以下この項において同じ。))においては金融商品取引所(同条第十六項に規定する金融商品取引所をいう。以下この項において同じ。))が法第百四十九条第一項の規定に基づき金融庁長官の認可を得て定める時価、店頭売買有価証券市場(法第六十七条第二項に規定する店頭売買有価証券市場をいう。以下この項において同じ。))においては法第六十七条の十一第一項の規定により登録する認可金融商品取引業協会(法第二条第十三項に規定する認可金融商品取引業協会をいう。以下この項において同じ。))が法第六十七条の十二の規定に基づき金融庁長官の認可を得て定める時価をいう。以下同じ。)に株券については百分の八十、その他の有価証券については金融庁長官の認可を得て定める率(取引所金融商品市場においては金融商品取引所が法第八十五条の二第一項の規定に基づき金融庁長官の認可を得て定める率、店頭売買有価証券市場においては法第六十七条の十一第一項の規定により登録する認可金融商品取引業協会が法第六十七条の十二の規定に基づき金融庁長官の認可を得て定める率)を乗じた額を超えない額とする。

Article 6 (1) The substitute price in cases where all or part of the Security Deposit to be received by a Financial Services Provider is substituted by Securities pursuant to the provisions of Article 161-2, paragraph (2) of the Act (hereinafter referred to as "Substitute Price") shall be no more than the market value (meaning, in a Financial Instruments Exchange Market (meaning Financial Instruments Exchange Market prescribed in Article 2, paragraph (17) of the Act; hereinafter the same shall apply in this paragraph), the market value determined by a Financial Instruments Exchange (meaning Financial Instruments Exchange prescribed in paragraph (16) of that Article; hereinafter the same shall apply in this paragraph) with the permission of the Commissioner of the Financial Services Agency based on the provisions of Article 149, paragraph (1) of the Act, and in an Over-the-Counter Securities Market (meaning Over-the-Counter Securities Market prescribed in Article 67, paragraph (2) of the Act; hereinafter the same shall apply in this paragraph), the market value determined by an Authorized Financial Instruments Business Association (meaning Authorized Financial Instruments Business Association prescribed in Article 2, paragraph (13) of the Act; hereinafter the same shall apply in this paragraph) registered pursuant to the provisions of Article 67-11, paragraph (1) of the Act with the permission of the Commissioner of the Financial Services Agency based on the provisions of Article 67-12 of the Act; the same shall apply hereinafter) on the day before the date of receipt thereof multiplied by 80 percent with respect to share

certificates, and the rate specified by obtaining the authorization of the Commissioner of the Financial Services Agency with respect to other Securities (in a Financial Instruments Exchange Market, the rate determined by a Financial Instruments Exchange with the permission of the Commissioner of the Financial Services Agency based on the provisions of Article 85-2, paragraph (1) of the Act, and in an Over-the-Counter Securities Market, the rate determined by an Authorized Financial Instruments Business Association registered pursuant to the provisions of Article 67-11, paragraph (1) of the Act with the permission of the Commissioner of the Financial Services Agency based on the provisions of Article 67-12 of the Act).

2 金融商品取引業者は、その預託を受けるべき保証金の全部又は一部が法第百六十一条の二第二項の規定により社債、株式等の振替に関する法律（平成十三年法律第七十五号）第二条第一項に規定する社債等で同条第二項に規定する振替機関が取り扱うもの（以下この項において「振替社債等」という。）をもつて代用される場合であつて、当該金融商品取引業者の口座における保有欄（同法に規定する保有欄をいう。）に当該振替社債等に係る記載又は記録を受けるときは、当該金融商品取引業者の取引のための欄と区分しなければならない。

(2) In cases where all or part of the Security Deposit to be received is substituted by corporate bonds, etc. prescribed in Article 2, paragraph (1) of the Act on Transfer of Bonds, Shares, etc. (Act No. 75 of 2001) pursuant to the provisions of Article 161-2, paragraph (2) of the Act that is handled by a Book-Entry Transfer Institution prescribed in Article 2, paragraph (2) of the Act on Transfer of Bonds, Shares, etc. (hereinafter referred to as "book-entry transfer corporate bonds, etc." in this paragraph), when a Financial Services Provider has a statement or record of said book-entry transfer corporate bonds, etc. made in the column for holdings in the Financial Services Provider's account (meaning holdings account prescribed in that Act), the Financial Services Provider must distinguish said column from the column for its own transactions.

（保証金の引出等）

(Withdrawal, etc. of Security Deposit)

第七条 金融商品取引業者は、信用取引又は発行日取引について顧客から保証金として預託を受けた金銭又は有価証券については、その未決済勘定の決済前又はその発行日取引に係る有価証券の受渡終了前においては、これを引き出させ又は第四条の規定により新たに保証金として預託を受けるべき金銭の額に充当してはならない。ただし、次の各号のいずれかに該当する場合において当該各号に掲げる額を超えない額に相当する金銭又は有価証券については、この限りでない。

Article 7 (1) A Financial Services Provider shall not have money or Securities received as a Security Deposit from a customer for Margin Transaction or When-issued Transaction withdrawn or appropriated for the amount of money

to be received afresh as a Security Deposit pursuant to the provisions of Article 4 before the settlement of the Unsettled Account or the completion of transfer of Securities pertaining to the When-issued Transaction; provided, however, that in any of the cases listed in the following items, this shall not apply to money or Securities not exceeding the respective amounts specified in said items.

一 引き出させ又は充当する際における当該顧客の信用取引に係る受入保証金の総額が、当該顧客の信用取引（当該受入保証金に係るものに限る。次条第一項第一号及び第三号、第二項並びに第三項において同じ。）に係る一切の有価証券の約定価額に百分の三十を乗じた額（引き出させる場合において、その額が三十万円に満たないときは、三十万円）を超えている場合には、その超過額（充当する場合において、当該超過額が、当該受入保証金の総額に新たに保証金として預託を受けるべき金銭の額を加算した額と三十万円との差額に相当する額を超えるときは、その超える部分の額を控除した額。以下この号及び次号において同じ。）に相当する金銭又はその超過額を前条に規定する率をもつて除した額に相当する有価証券

(i) In cases where the total amount of the Security Deposit Received pertaining to the customer's Margin Transaction upon having the Security Deposit withdrawn or appropriated exceeds the amount calculated by multiplying the contract price of all Securities pertaining to the customer's Margin Transaction (limited to those pertaining to said Security Deposit Received; hereinafter the same shall apply in paragraph (1), items (i) and (iii), and paragraphs (2) and (3) of the following Article) by 30 percent (when the amount falls short of 300 thousand yen in cases where the Security Deposit is to be withdrawn, 300 thousand yen): Money corresponding to the excess amount (in cases where the Security Deposit is appropriated, when said excess amount exceeds the amount of difference between the total amount of the Security Deposit Received plus the amount of money to be received afresh as a Security Deposit and 300 thousand yen, the amount calculated by deducting the amount of the excess portion; hereinafter the same shall apply in this item and the following item) or Securities corresponding to the amount calculated by dividing said excess amount by the rate prescribed in the preceding Article

二 充当する際における当該顧客の信用取引に係る受入保証金の総額が、当該顧客の信用取引（当該受入保証金に係るものに限る。）に係る一切の有価証券の約定価額から反対売買を行つた有価証券の約定価額（信用取引を行つた日に反対売買を行い、同日に他の信用取引を行つた場合における当該反対売買を行つた有価証券の約定価額を除く。）を控除した額に百分の三十を乗じた額を超えている場合には、その超過額に相当する金銭又はその超過額を前条に規定する率をもつて除した額に相当する有価証券

(ii) In cases where the total amount of the Security Deposit Received pertaining to the customer's Margin Transaction upon having the Security

Deposit appropriated exceeds the amount calculated by multiplying the amount of the contract price of all Securities pertaining to the customer's Margin Transaction (limited to those pertaining to said Security Deposit Received) minus the contract price of Securities for which a reversing trade has been performed (excluding the contract price of Securities for which a reversing trade has been performed in cases where said reversing trade is performed on the day of the Margin Transaction and another Margin Transaction is performed on the same day) by 30 percent: Money corresponding to the excess amount or Securities corresponding to the amount calculated by dividing said excess amount by the rate prescribed in the preceding Article

三 未決済勘定の一部を決済するために引き出させる際における当該顧客の信用取引に係る受入保証金の総額が、当該顧客の信用取引（当該受入保証金に係るものに限る。）に係る一切の有価証券の約定価額から決済する未決済勘定に係る信用取引の有価証券の約定価額を控除した額に百分の三十を乗じた額（その額が三十万円に満たないときは、三十万円）を超えている場合には、その超過額に相当する金銭又はその超過額を前条に規定する率をもつて除した額に相当する有価証券

(iii) In cases where the total amount of the Security Deposit Received pertaining to the customer's Margin Transaction when the Security Deposit is to be withdrawn for the purpose of settling part of the Unsettled Account exceeds the amount calculated by multiplying the amount of the contract price of all Securities pertaining to the customer's Margin Transaction (limited to those pertaining to said Security Deposit Received) minus the contract price of Securities in a Margin Transaction pertaining to the Unsettled Account to be settled by 30 percent (when the amount falls short of 300 thousand yen, 300 thousand yen): Money corresponding to the excess amount or Securities corresponding to the amount calculated by dividing said excess amount by the rate prescribed in the preceding Article

四 決済（反対売買による決済を除く。）する未決済勘定に係る信用取引により買い付けた有価証券又は売り付けた有価証券の売付代金の全部を保証金として預託させることを条件として当該決済をするために引き出させる場合には、第四条の規定により顧客から預託を受けた一切の保証金の額に相当する金銭又は有価証券（当該預託後における受入保証金の総額が当該顧客の信用取引（当該受入保証金に係るものに限る。）に係る有価証券の約定価額に百分の三十を乗じた額（その額が三十万円に満たないときは、三十万円）以上となる場合に限る。）

(iv) On the condition that all payments for the sale of Securities purchased or sold by Margin Transaction pertaining to the Unsettled Account to be settled (excluding settlement by a reversing trade) must be deposited as a Security Deposit, in cases where the Security Deposit is to be withdrawn for the purpose of said settlement: Money or Securities corresponding to the amount of all Security Deposits received from a customer pursuant to the provisions



of Article 4 (limited to cases in which the total amount of the Security Deposit Received after the deposit thereof is equal to or more than the amount calculated by multiplying the contract price of the Securities pertaining to the customer's Margin Transaction (limited to those pertaining to said Security Deposit Received) by 30 percent (when the amount falls short of 300 thousand yen, 300 thousand yen))

五 未決済勘定の全部を決済するために引き出させる場合には、第四条の規定により顧客から預託を受けた一切の保証金の額に相当する金銭又は有価証券

(v) In cases where the Security Deposit is to be withdrawn for the purpose of settling all Unsettled Accounts: Money or Securities corresponding to the amount of all Security Deposits received from a customer pursuant to the provisions of Article 4

六 信用取引により売り付けた有価証券が権利落ちし、当該権利落ちに伴い顧客が負担することとなつた額を支払わせるために引き出させる際における当該顧客の信用取引に係る受入保証金の総額が、当該顧客の信用取引（当該受入保証金に係るものに限る。）に係る一切の有価証券の約定価額に百分の三十を乗じた額（その額が三十万円に満たないときは、三十万円）を超えている場合には、その超過額に相当する金銭

(vi) In cases where the rights of the Securities sold by Margin Transaction have expired, and the total amount of the Security Deposit Received pertaining to the customer's Margin Transaction upon having the Security Deposit withdrawn for the purpose of making the customer pay the amount to be borne by him/her in conjunction with said expiry of rights exceeds the amount calculated by multiplying the contract price of all Securities pertaining to the customer's Margin Transaction (limited to those pertaining to said Security Deposit Received) by 30 percent (when the amount falls short of 300 thousand yen, 300 thousand yen): Money corresponding to the excess amount

七 引き出させ又は充当する際における当該顧客の発行日取引に係る受入保証金の総額が、当該顧客の発行日取引（当該受入保証金に係るものに限る。次条第一項第二号及び第三号、第二項並びに第三項において同じ。）に係る一切の有価証券（対当売買があるときは、当該対当売買に対当する売買及び当該対当売買に係る有価証券を除く。次号において同じ。）の約定価額に百分の三十を乗じた額を超えている場合には、その超過額に相当する金銭又はその超過額を前条に規定する率をもつて除した額に相当する有価証券

(vii) In cases where the total amount of the Security Deposit Received pertaining to the customer's When-issued Transaction upon having the Security Deposit withdrawn or appropriated exceeds the amount calculated by multiplying the contract price of all Securities (when there is a Cross Trade, excluding the trade that opposes said Cross Trade and Securities pertaining to said Cross Trade; hereinafter the same shall apply in the

following item) pertaining to the customer's When-issued Transaction (limited to those pertaining to said Security Deposit Received; hereinafter the same shall apply in paragraph (1), items (ii) and (iii), and paragraphs (2) and (3) of the following Article) by 30 percent: Money corresponding to the excess amount or Securities corresponding to the amount calculated by dividing said excess amount by the rate prescribed in the preceding Article

八 発行日取引に係る有価証券の一部の受渡しをするために引き出させる際における当該顧客の発行日取引に係る受入保証金の総額が、当該顧客の発行日取引（当該受入保証金に係るものに限る。）に係る一切の有価証券の約定価額から受渡しをする発行日取引に係る有価証券の約定価額を控除した額に百分の三十を乗じた額を超えている場合には、その超過額に相当する金銭又はその超過額を前条に規定する率をもつて除した額に相当する有価証券

(viii) In cases where the total amount of the Security Deposit Received pertaining to the customer's When-issued Transaction upon having the Security Deposit withdrawn for the purpose of transferring part of the Securities pertaining to the When-issued Transaction exceeds the amount calculated by multiplying the amount of the contract price of all Securities pertaining to the customer's When-issued Transaction (limited to those pertaining to said Security Deposit Received) minus the contract price of Securities pertaining to the When-issued Transaction to be transferred by 30 percent: Money corresponding to the excess amount or Securities corresponding to the amount calculated by dividing said excess amount by the rate prescribed in the preceding Article

九 受渡しをする発行日取引により買い付けた有価証券又は売り付けた有価証券に係る売付代金の全部を保証金として預託させることを条件として当該受渡しをするために引き出させる場合には、第四条の規定により顧客から預託を受けた一切の保証金の額に相当する金銭又は有価証券（当該預託後における受入保証金の総額が当該顧客の発行日取引に係る有価証券の約定価額に百分の三十を乗じた額以上となる場合に限る。）

(ix) On the condition that all payments for the sale of Securities purchased or sold by When-issued Transaction to be transferred must be deposited as a Security Deposit, in cases where the Security Deposit is to be withdrawn for the purpose of said transfer: Money or Securities corresponding to the amount of all Security Deposits received from a customer pursuant to the provisions of Article 4 (limited to cases in which the total amount of the Security Deposit Received after the deposit thereof is equal to or more than the amount calculated by multiplying the contract price of the Securities pertaining to the customer's When-issued Transaction by 30 percent)

十 発行日取引に係る有価証券の全部の受渡しをするために引き出させる場合には、第四条の規定により顧客から預託を受けた一切の保証金の額に相当する金銭又は有価証券

(x) In cases where the Security Deposit is to be withdrawn for the purpose of transferring all Securities pertaining to a When-issued Transaction: Money or Securities corresponding to the amount of all Security Deposits received from a customer pursuant to the provisions of Article 4

十一 当該顧客が当該信用取引又は発行日取引に係る保証金として預託している金銭又は有価証券の全部又は一部についてその差換えをなす場合には、当該金銭又は有価証券に相当する額の金銭又は有価証券

(xi) In cases where all or part of the money or Securities deposited by the customer as a Security Deposit for the Margin Transaction or When-issued Transaction is replaced: Money or Securities corresponding to the amount of such money or Securities

2 前項第一号から第四号まで及び第六号並びに次条第三項の約定価額は、信用取引に係る一切の有価証券のうち権利落ち後の有価証券があり、権利の価額を当該有価証券の売付代金又は買付代金から控除することにより未決済勘定の決済を行う場合（前項第一号（充当する際に限り、当該権利落ちに伴い顧客が有価証券を引き受ける場合を除く。）及び第二号（当該権利落ちに伴い顧客が有価証券を引き受ける場合を除く。）並びに次条第三項の約定価額は、顧客が金融商品取引業者と当該決済を行うことを約している場合を含む。）には、権利の価額を控除した価額とする。

(2) The contract price referred to in items (i) to (iv) inclusive and item (vi) of the preceding paragraph and paragraph (3) of the following Article shall be the price minus the price of the rights in cases where all Securities pertaining to Margin Transaction include ex-right Securities and the Unsettled Account is settled by deducting the price of the rights from payments for the sale or purchase of said Securities (the contract price referred to in item (i) of the preceding paragraph (limited to instances of appropriation, excluding cases where the customer subscribes to the Securities in conjunction with said expiry of rights) and item (ii) (excluding cases where the customer subscribes to the Securities in conjunction with said expiry of rights) and paragraph (3) of the following Article shall include cases in which the customer agrees to perform said settlement with a Financial Services Provider).

（受入保証金の総額の計算）

(Calculation of Total Amount of Security Deposit Received)

第八条 第三条第二号並びに前条第一項第一号から第四号まで及び第六号に規定する受入保証金の総額又は同項第七号から第九号までに規定する受入保証金の総額については、次に掲げる額のうち信用取引に係るもの又は発行日取引に係るものをそれぞれ差し引いて、計算するものとする。ただし、同項第三号又は第八号に規定する受入保証金の総額については、決済する未決済勘定に係る信用取引の第一号に掲げる額又は受渡しをする発行日取引の第二号に掲げる額を差し引かないものとする。

Article 8 (1) The total amount of the Security Deposit Received prescribed in Article 3, item (ii), and paragraph (1), items (i) to (iv) inclusive and item (vi) of

the preceding Article shall be calculated by deducting the following amounts pertaining to Margin Transaction, and the total amount of the Security Deposit Received prescribed in items (vii) to (ix) inclusive of that paragraph shall be calculated by deducting the following amounts pertaining to When-issued Transaction; provided, however, that neither the amount of Margin Transaction pertaining to the Unsettled Account to be settled specified in item (i) nor the amount of When-issued Transaction to be transferred specified in item (ii) shall be deducted from the total amount of the Security Deposit Received prescribed in item (iii) or (viii) of that paragraph.

一 当該顧客の信用取引に係る有価証券の相場の変動に基づく損失からその利益を差し引いて計算した計算上の損失額に相当する額、反対売買による損失額及び委託手数料、借入金に対する利子、借入有価証券に対する品借料その他のものであつて、当該顧客の信用取引について顧客の負担すべきものの合計額（前条第一項第六号に規定する受入保証金の総額について計算する場合は、売り付けた有価証券が権利落ちしたことに伴い顧客が負担することとなつた額を除く。）に相当する額

(i) The amount corresponding to the sum of the amount of paper loss calculated by deducting the profit based on fluctuations in the market price of Securities pertaining to the customer's Margin Transaction from the loss thereof, the amount of loss due to reversing trade and commission fees, interest on borrowings, borrowing fee for borrowed Securities and others that should be borne by the customer for the customer's Margin Transaction (in the case of calculating the total amount of the Security Deposit Received prescribed in paragraph (1), item (vi) of the preceding Article, excluding the amount to be borne by the customer in conjunction with said expiry of rights of the Securities sold).

二 当該顧客の発行日取引に係る有価証券の相場の変動に基づく損失及び対当売買による損失から当該顧客の発行日取引に係る有価証券の相場の変動に基づく利益及び対当売買による利益を差し引いて計算した計算上の損失額に相当する額並びに委託手数料その他のものであつて、当該顧客の発行日取引について顧客の負担すべきものの合計額に相当する額

(ii) The amount corresponding to the sum of the amount of paper loss calculated by deducting the profit based on fluctuations in the market price of Securities pertaining to the customer's When-issued Transaction and the profit from Cross Trade from the loss based on fluctuations in the market price of Securities pertaining to the customer's When-issued Transaction and the loss from Cross Trade, respectively, commission fees and others that should be borne by the customer for the customer's When-issued Transaction.

三 当該顧客の信用取引について、当該顧客に対し当該信用取引に係る有価証券の約定価額に相当する額の信用供与以外に信用を供与している場合におけるその信用供与額に相当する額又は当該顧客の発行日取引について当該顧客に対し信用を供与している場合におけるその信用供与額に相当する額

(iii) The amount corresponding to the amount of credit granted in cases where credit is granted for the customer's Margin Transaction other than credit granted to the customer in the amount equal to the contract price of the Securities pertaining to the Margin Transaction, or the amount equal to the amount of credit granted in cases where credit is granted to the customer for the customer's When-issued Transaction.

四 当該顧客の未決済勘定の決済後又は当該発行日取引に係る有価証券の受渡しの終了後において、なお当該顧客の当該金融商品取引業者に対する債務が残存している場合（当該債務が借入金その他の債務として当該金融商品取引業者との間で新たな債権債務関係となつたものを含む。）における当該残存額に相当する額

(iv) In cases where the customer's debt owed to the Financial Services Provider remains after the settlement of the customer's Unsettled Account or after the completion of transfer of Securities pertaining to the When-issued Transaction (including such debt that gives rise to a new debt/credit relationship with said Financial Services Provider in the form of borrowing or other debt).

2 前項に規定する受入保証金の総額の計算については、当該顧客の信用取引又は発行日取引に係る保証金の全部又は一部が有価証券をもつて代用されている場合におけるその代用価格は、第六条の規定にかかわらず、計算する日の前日の当該有価証券の時価に同条に規定する率を乗じた額によるものとする。

(2) In the calculation of the total amount of the Security Deposit Received prescribed in the preceding paragraph, notwithstanding the provisions of Article 6, the Substitute Price in cases where all or part of the Security Deposit pertaining to the customer's Margin Transaction or When-issued Transaction is substituted by Securities shall be equal to the market value of said Securities on the day before the calculation date multiplied by the rate prescribed in that Article.

3 第一項の当該顧客の信用取引又は発行日取引に係る有価証券の相場の変動に基づく損益は、当該有価証券の約定価額と計算する日の前日の時価（前日の時価がないときは、その直近の日の時価）により評価した価額との差損益とする。

(3) Profit or loss based on fluctuations in the market price of Securities pertaining to the customer's Margin Transaction or When-issued Transaction referred to in paragraph (1) shall be the gain or loss arising from the difference between the contract price of said Securities and the value appraised at the market value of said Securities as at the day before the calculation date (when the market value of the day before said date does not exist, the market value as at the nearest date thereof).

(利益計算額の引出の制限)

(Limit of Withdrawal of Calculated Amount of Profit)

第九条 金融商品取引業者は、その顧客の信用取引又は発行日取引に係る有価証券の相

場の変動により利益計算となる額を生じた場合において、その利益計算となる額に相当する金銭又は有価証券を、当該顧客に対し交付し、又は第四条の規定により保証金として預託を受けるべき金銭の額に充当してはならない。

Article 9 (1) In cases where an amount calculated as a profit based on fluctuations in the market price of Securities pertaining to the customer's Margin Transaction or When-issued Transaction, a Financial Services Provider shall neither deliver money or Securities corresponding to said amount calculated as a profit to the customer nor appropriate the same to the amount of money to be received as a Security Deposit pursuant to the provisions of Article 4.

2 金融商品取引業者は、その顧客が対当売買を行った場合において当該対当売買を行ったことにより利益計算となる額に相当する金銭又は有価証券を、当該顧客に対し当該売買及び当該対当売買の受渡しの終了前に交付し、又は第四条の規定により保証金として預託を受けるべき金銭の額に充当してはならない。

(2) In cases where the customer performed a Cross Trade, a Financial Services Provider shall neither deliver money or Securities corresponding to the amount calculated as a profit by performing said Cross Trade to the customer before the completion of the Cross Trade or the transfer in said Cross Trade, nor appropriate the same for the amount of money to be received as a Security Deposit pursuant to the provisions of Article 4.

(信用取引を行うことを明示しない取引)

(Transactions that Do Not Clearly Indicate that Margin Transaction will be Performed)

第十条 金融商品取引業者は、顧客が信用取引を行うことを有価証券の売買の注文と同時に明示しない取引については、当該顧客が当該取引による買付け又は売付けに係る有価証券について、これと対当する有価証券の売付け又は買付けにより、これを決済する取引を行ってはならない。

Article 10 (1) For transactions which do not clearly indicate that the customer will perform a Margin Transaction at the same time as placing an order for the sale or purchase of Securities, a Financial Services Provider must not perform any transaction that settles Securities pertaining to the sale or purchase in said transactions by the customer with an opposing sale or purchase of the Securities.

2 前項の規定は、第二条第二項に規定する場合については、これを適用しない。

(2) The provisions of the preceding paragraph shall not apply to the case prescribed in Article 2, paragraph (2).